

## **APPENDIX OS-RESALE**

### **SWBT-PROVIDED LOCAL & INTRALATA OPERATOR ASSISTANCE SERVICES**

This Appendix OS-Resale to Attachment 1: Resale sets forth the terms and conditions under which SWBT agrees to provide local and intraLATA operator services (Operator Services) for Sprint, but only upon Sprint's request therefor. This Appendix applies only to operator assistance services provided within a LATA.

- 1.0 SWBT will provide the following three tiers of Operator Services:
  - 1.1 Fully-Automated - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SWBT Operator, hereafter called Operator. AABS allows the caller the option of completing calls through the AABS audio response system. AABS will be offered in areas where facilities exist and where SWBT has Automatic Number Identification (ANI) equipment and TOUCH-TONE service in place. AABS cannot be activated from a rotary telephone and failure or slow response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have TOUCH-TONE service to accept calls that are billed collect or to a third number.
  - 1.2 Semi-Automated - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
  - 1.3 Non-Automated - Allows the caller to complete a call by receiving full assistance from an Operator.
- 2.0 SWBT will provide to Sprint the call types in Sections 3.0 through 8.0 below:
  - 3.0 **Fully Automated Station-to-Station** - This service is limited to those calls placed collect or billed to a third number. The caller dials 0 plus the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
    - 3.1 The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
    - 3.2 When due to trouble on the network or lack of service components, the automated call cannot be completed without assistance from an Operator.
    - 3.3 When an Operator reestablishes an interrupted call that meets any of the situations described in this Section.

- 4.0 **Semi-Automated Station-to-Station** - This service is limited to those calls placed sent paid, collect or billed to a third number. The caller dials 0 plus the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:
- 4.1 Where the caller does not dial 0 prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
- 4.2 When an Operator re-establishes an interrupted call that meets any of the situations described in this Section.
- 5.0 **Semi-Automated Person-to Person** - A service in which the caller dials 0 plus the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include:
- 5.1 Where the caller does not dial a 0 prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
- 5.2 When an operator reestablishes an interrupted call that meets any of the situations described in this Section.
- 6.0 **Operator Handled Station-To-Station** - A service provided when the caller dials 0 to reach an Operator, and the Operator dials a sent paid, collect or third number station-to-station call. These calls may originate from a private, public or semi-public telephone. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 7.0 **Operator Handled Person-To-Person** - A service in which the caller dials 0 and requests the Operator to dial the number desired and the person, station, department or office to be reached. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include when an Operator reestablishes an interrupted call as described in this Section.
- 8.0 **Operator Transfer Service** - A service in which the caller dials 0 and requests to be connected to an interexchange carrier using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in SWBT's Operator Transfer service offering. Sprint agrees to obtain all necessary compensation arrangements between Sprint and participating carriers.

- 9.0 **Call Branding** - The process by which an Operator, either live or recorded, will identify the operator service provider as being Sprint's. In all cases the rates quoted to the customer and those applied to the call will be Sprint's. SWBT will offer Call Branding of Operator Services in the name of Sprint starting March 1, 1997, and will complete implementation of this process in all SWBT operator platforms by June 30, 1997. This schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said dates. In the interim, SWBT will, if allowed by federal and state law and regulatory rules, unbrand Sprint's Operator Service calls that are handled by SWBT's Operators on a live basis.
- 9.1 Sprint will provide SWBT with the specific branding phrase to be used to identify Sprint. The standard phrase will be consistent with the general form and content currently used by the Parties in branding their respective services. Should Sprint request SWBT to brand resale services OS calls with Sprint's brand, Sprint will be responsible for providing SWBT a recording to be used for such branding. The recorded brand will be in accordance with SWBT's branding specifications and will be compliant with SWBT's platforms. Sprint acknowledges that SWBT is not responsible for the quality of the branded message provided by Sprint. Sprint will also provide SWBT with a copy of its OS rates to be used when quoting OS rates to Sprint's resale services end users. Sprint acknowledges that it is responsible for providing SWBT with current Sprint OS rates.
- 9.2 The rates and charges associated with branding will be in accordance with the Commission's determination in the SWBT/AT&T arbitration award when contained in a final and effective SWBT/AT&T agreement or future cost docket.
- 10.0 **Other Operator Assistance Services**
- 10.1 **Line Status Verification** - A service in which the caller asks the Operator to determine the busy status of an access line.
- 10.2 **Busy Line Interrupt** - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if no conversation is in progress at the time of interrupt or the parties interrupted refuse to terminate the conversation in progress.
- 10.3 **Handling of Emergency Calls to Operator** - SWBT agrees to process emergency calls from Sprint Resale customers to an Operator in the same manner that SWBT processes the same type of call for a SWBT end user customer.
- 10.4 **Calling Card** - Calls billed to an Sprint proprietary calling card (0+ or 0- access) will be routed via transfer to the Sprint operator.
- 11.0 **Responsibilities of the Parties**

- 11.1 SWBT will provide and maintain such equipment as is required to furnish the Operator Services as described in this Appendix.
- 11.2 Facilities necessary for SWBT to provide Operator Services to Sprint will be provided by SWBT using standard trunk traffic engineering procedures to ensure that the objective grade of service is met.
- 11.3 Sprint will furnish all records required by SWBT to provide the Operator Services. Such records, or information, will include Sprint's rate quotation tables and any other information required by SWBT. Sprint will provide the initial data by a date mutually agreed to between Sprint and SWBT. Sprint will keep this data current using procedures mutually agreed to by Sprint and SWBT. Sprint will provide all data and changes to SWBT in the mutually agreed to format(s).
- 11.4 SWBT will accumulate and provide to Sprint data as specified in Attachments 4: Connectivity Billing-Resale and Attachment 5: Customer Usage Data-Resale to this Agreement necessary for Sprint to verify traffic volumes and bill its end users.

**12.0 Methods and Practices**

- 12.1 SWBT will provide Operator Services in accordance with the operator methods and practices in effect for SWBT at the time the call is made, unless otherwise agreed in writing by both Parties.

**13.0 Pricing**

- 13.1 Rates to be charged to Sprint by SWBT for the Operator Services provided pursuant to this Appendix are set forth in Appendix Services/Pricing of Attachment 1: Resale.

## **WHITE PAGES (WP) - RESALE**

This Appendix White Pages - Resale (WP-Resale) to Attachment 1, Resale, sets forth SWBT's and Sprint's agreement to the following terms and conditions for the inclusion of Sprint Customer information associated with Resale services in the White Pages directories:

### **1.0 Introduction**

- 1.1 SWBT publishes White Pages directories for geographic areas in which Sprint also provides local exchange telephone service, and Sprint wishes to include listings information for its customers in the appropriate SWBT White Pages directories.
- 1.2 Sprint also desires distribution to Sprint's customers of the White Pages directories that include listings of such customers.
- 1.3 SWBT will make available to Sprint, for these Sprint customers, non-discriminatory access to White Pages directory listings (Directory Listings), under the following terms and conditions in Section 2 of this Appendix.

### **2.0 Service Provided**

- 2.1 SWBT will use the practices and procedures applicable to its provision of White Pages directories on a nondiscriminatory basis. SWBT will include in appropriate White Pages directories the primary alphabetical listings of all Sprint customers (other than non-published or non-list Customers) located within the local directory area. SWBT will include Sprint Local customers' primary listings in the White Pages (residence, business, or government listings, where applicable) directories without additional charge.
- 2.2 Sprint will furnish to SWBT subscriber listing information pertaining to Sprint customers located within the SWBT local directory area, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.
- 2.3 SWBT will include the listing information for Sprint's customers for Resale services in SWBT's White Pages directory data base in the same manner as it includes listing information for SWBT's end user customers.
- 2.4 SWBT will provide the following Directory listing criteria to Sprint for White Pages

listings and will provide changes to such criteria not later than sixty (60) days in advance of such changes becoming effective:

- 2.4.1 business rules for standard White Pages listings (e.g., space restrictions, non-listed and non-published listings, abbreviated listings, secondary, additional and foreign listings);
  - 2.4.2 business rules for residential Enhanced White Pages (e.g., bold, indent, italics) listings available;
  - 2.4.3 White Pages directory delivery schedules;
  - 2.4.4 restrictions, if any, on number of White Pages directories provided at no charge to a customer; and;
  - 2.4.5 geographic coverage areas of each White Pages directory published by SWBT (by exchange community and/or NPA/NXX).
- 2.5 Sprint may purchase Enhanced White Pages listings for residential customers on a per listing basis and will pay SWBT amounts attributable to such Enhanced Listings used by its customers in accordance with the terms of Appendix Services/Prices to Attachment 1: Resale to the Agreement.
  - 2.6 Publication schedules for White Pages: SWBT will provide to Sprint the initial directory schedule for a calendar year within three (3) to six (6) months of the publication year for those areas where Sprint provides local service. Updates to the schedule will be provided in a timely manner as they occur.
  - 2.7 Sprint's subscriber listings are to be interfiled (interspersed) with SWBT's and other LSPs' subscriber listings in the White Pages directory with no discernible differentiation in the listings to indicate to the reader that the listings are served by another LSP.
  - 2.8 SWBT will deliver Directory Listings in book form (White Pages directories) to Sprint customers. The timing of such delivery and the determination of which White Pages directories will be delivered (by customer address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per customer, will be provided under the same terms that SWBT delivers White Pages directories to its own end users.

- 2.9 SWBT will distribute the White Pages directory and will make any subsequent distribution in accordance with the same practices and procedures used by SWBT to distribute directories to its end users.
- 2.10 At its option, Sprint may purchase information pages (Customer Guide Pages) in the informational section of the SWBT White Pages directory covering the geographic area(s) it is serving. These pages will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SWBT information pages. Sixty (60) days prior to the directory close date, Sprint will provide to SWBT the information page(s) in camera ready format. SWBT will have the right to approve, and, with Sprint's agreement, SWBT may, but is not required to, revise the format and content of such information page(s).
- 2.11 SWBT will include Sprint specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to Sprint on such page will be 1/8<sup>th</sup> page in size. In order to have such information published, Sprint will provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8<sup>th</sup> of a page. (Sprint will be limited to a maximum of 1/8<sup>th</sup> of a page in any single edition of a SWBT White Pages directory, under either this Subsection or Attachment 19: White Pages-Other to this Agreement.)
- 3.0 **Ownership And Use Of Subscriber Listing Information**
- 3.1 Subscriber listing information for Resale services, maintained in SWBT's Listings Subscriber System (LSS) database and successor databases, if any, including listings of Sprint Customers, is and will remain the property of SWBT. SWBT may provide to third party directory publishers such subscriber listing information that includes Sprint Customers and will protect Sprint Customer listings in the same manner as SWBT protects its own Customer listings. Nothing in this Section is intended to preclude Sprint's independent development of subscriber listing information and provision of the same to third parties.
- 4.0 **Limitation of Liability and Indemnification**
- 4.1 SWBT will not be liable to Sprint for any losses or damages arising out of errors,

interruptions, defects, failures, delays, or malfunctions of the White Pages services, including any and all associated equipment and data processing systems unless said losses or damages result from SWBT's gross negligence or willful or wanton or intentional misconduct. Any losses or damages for which SWBT is held liable under this Agreement to Sprint shall in no event exceed the amount of the charges made for White Pages services during the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received by SWBT to the time Service is restored.

- 4.2 Sprint agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability including attorneys fees that SWBT may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of Sprint's end user customers' use of the White Pages services, except to the extent any such losses, damages or other liability is based on or results from SWBT's gross negligence or willful wrongful conduct. Sprint will defend against all customer claims just as if Sprint has provided such service to its customer with Sprint's own employees and will assert its contractual or tariff limitation of liability, if any, for the benefit of both SWBT and Sprint.
- 4.3 Sprint agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the White Pages services, except to the extent any such losses, damages, or other liability is based on or results from SWBT's gross negligence or willful wrongful conduct. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with White Pages services.

## 5.0 **Pricing**

### 5.1 Single sided informational pages:

Any one book covering a geographic area per page per year	\$2,361.11
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## **ATTACHMENT 2: ORDERING AND PROVISIONING-RESALE**

### **1.0 General Requirements**

SWBT will provide pre-order, ordering and provisioning services to Sprint associated with SWBT's Resale services under this agreement pursuant to the requirements set forth in this Attachment.

- 1.1 Throughout the term of this Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as SWBT may deploy) that SWBT uses to provide pre-order, ordering and provisioning services to Sprint under this Agreement will be at least equal in quality to that provided by SWBT to its end users.
- 1.2 For all Resale services ordered under this Agreement, SWBT will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SWBT receives the service order from Sprint) to the services SWBT provides to its end users.
- 1.3 SWBT and Sprint agree to work together in the Order and Billing Forum (OBF) and the Telecommunications Industry Forum (TCIF) to establish and conform to uniform industry standards for electronic interfaces for pre-order, ordering and provisioning. Neither Party waives any of its rights as participants in such forums in the implementation of the standards.
- 1.4 SWBT and Sprint agree to work together to implement an Electronic Gateway Interface (EGI) that provides nondiscriminatory access to SWBT's pre-order process equivalent to that which is available to SWBT for use with its end users. Sprint and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information (i.e., address verification, service and feature availability, telephone number assignment, dispatch requirements, due date, and Customer Service Record information (CSR) in English subject to the conditions as set forth in Attachment Resale) not later than June 1, 1997 or a date mutually agreed upon the Parties. SWBT and Sprint also agree to work together to implement an Electronic Data Interface (EDI) for ordering and provisioning specified in the Local Service Ordering Electronic Data Interchange (EDI) Support Implementation Guide (SIG) dated May 20, 1996, or as otherwise agreed to in writing by the Parties. Both EGI for pre-order and EDI for ordering and provisioning will be available not later than June 1, 1997, for all pre-order and ordering and provisioning order types and functions as ordered by the Texas PUC in the November 7, 1996 Arbitration Award, Paragraph E. 25, Docket 16226.

- 1.5 In areas where service order transactions cannot be provided via an electronic interface for the pre-order, ordering and provisioning processes, SWBT and Sprint will develop manual work around processes until such time as the transactions can be electronically transmitted. If Resale services are provided by SWBT to Sprint before electronic interfaces are established between Sprint and SWBT, Sprint will transmit pre-order, ordering and provisioning requests to the SWBT Local Service Provider Service Center (LSPSC) via facsimile and/or telephone or other mutually agreed upon means to SWBT. The SWBT LSPSC will respond to Sprint calls with the same level of service that SWBT provides in serving SWBT's end user customers.
- 1.6 SWBT and Sprint agree to work together to develop and implement an electronic communication interface that will replace the initial pre-order electronic interface and the ordering and provisioning EDI gateway and provide for Real Time data transfer, consistent with industry standards developed by the OBF and the TCIF. The Parties agree to implement this replacement interface as soon as practical, but no later than 120 days after the Electronic Communication Implementation Committee (ECIC) of TCIF standard reaches the status of "Final Closure", unless a later date is mutually agreed upon.
- 1.7 SWBT will provide a Single Point of Contact (SPOC) for all of Sprint's ordering and provisioning contacts and order flow involved in the ordering and provisioning of the Resale services provided by SWBT to Sprint. SWBT will provide ordering and provisioning services to Sprint for Resale service orders Monday through Friday from 8 a.m. to 5 p.m. through the LSPSC. SWBT will provide the same out of hours provisioning coverage for Sprint end user customers as SWBT provides to its end user customers. SWBT also agrees to extend hours of coverage of the LSPSC based on order volumes or needs of Sprint. Sprint may request SWBT to provide Sunday, holiday, and/or additional out of hours provisioning services within two business days. If Sprint requests that SWBT perform provisioning services other than Monday through Friday from 8:00 a.m. to 5:00 p.m., SWBT will quote, within one (1) day of the request, a cost-based rate for such services. If Sprint accepts SWBT's quote, SWBT will perform such provisioning services.
- 1.8 SWBT will provide electronic system interfaces Monday through Saturday from 7 a.m. to 11 p.m.; and, Sunday from 11:00 a.m. to 11:00 p.m. for all pre-order, ordering and provisioning order flows. These electronic system interfaces will conform to the terms of paragraphs 1.4 and 1.6 above and section 2 below. SWBT will also provide to Sprint a toll-free nationwide telephone number for issues connected to the electronic system interfaces (operational from 8 a.m. to 5 p.m., Monday through Friday), which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Resale services. SWBT will also provide a help desk function for electronic system interfaces with out-of-hours coverage from 5 p.m. to 8 p.m.,

Monday through Friday, and from 8 a.m. through 8 p.m. on Saturday.

- 1.9 SWBT will provide Sprint with the same provisioning intervals and procedures for design and complex services that it provides to SWBT customers.
- 1.10 SWBT and Sprint will jointly establish interface contingency and disaster recovery plans for the pre-order, ordering and provisioning of SWBT's Resale services. On or before the Effective Date of this Agreement, SWBT will provide a disaster recovery plan associated with the recovery of any systems and/or functions connected with the pre-order, ordering and provisioning processes.
- 1.11 SWBT will recognize Sprint as the customer of record for all Resale services ordered by Sprint and will send all notices, invoices and pertinent information directly to Sprint.
- 1.12 SWBT will provide the following to Sprint upon request:
  - 1.12.1 A list of all services and features available for resale from each switch that SWBT may use to provide a Local Switching Element, by switch CLLI and NPA NXX. Within ten (10) business days after the Effective Date of this agreement, SWBT will provide Sprint an initial electronic copy of this information. SWBT will provide complete refreshes to Sprint electronically as changes are made to the SWBT data base; or as Sprint may otherwise request.
  - 1.12.2 Advanced information on the details and requirements for planning and implementation of NPA splits via Accessible Letters;
  - 1.12.3 A subset of the Street Address Guide (SAG), transmitted electronically, which includes street addresses and the associated serving switches, enabling Sprint to map a customer address to a specific serving switch. SWBT will provide this information to Sprint within ten (10) business days after the Effective Date of this Agreement and quarterly thereafter except as Sprint may otherwise request.
- 1.13 SWBT will train those SWBT employees who have contact with Sprint or any other LSP not to discriminate against any LSP, including Sprint, and not to disparage any LSP, including Sprint, to any LSP's customers.
- 1.14 SWBT and Sprint will work together to develop methods and procedures between SWBT's LSPSC and Sprint's Work Centers regarding systems, work center interfaces,

and to establish a change control process for those methods and procedures.

- 1.15 SWBT and Sprint will work cooperatively in establishing and implementing practices and procedures regarding fraud and service annoyance handling.
- 1.16 SWBT and Sprint will establish mutually acceptable methods and procedures for handling all misdirected calls from Sprint customers requesting pre-order, ordering or provisioning services. All misdirected calls to SWBT from Sprint customers will be given a recording (or a live statement) directing them to call their local provider. To the extent SWBT procedures change such that Sprint customers become identifiable, such customers will be directed to call Sprint at a designated 800 number. Sprint and SWBT will agree on the scripts to be used for this purpose.
- 1.17 SWBT's LSPC will provide design and coordination support for all Resale services provided to Sprint. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI Broadband and packet services.

## **2.0 Pre-Order and Ordering Interface Requirements**

- 2.1 SWBT will provide to Sprint an EDI electronic interface for transferring and receiving orders, Firm Order Confirmation (FOC), service completion, and other provisioning data and information. The EDI interfaces shall be administered through a gateway that will serve as a single point of contact for the transmission of such data from Sprint to SWBT, and from SWBT to Sprint. The requirements and implementation of such a data transfer system are subject to future agreement by Sprint and SWBT, but will conform to the terms of Section 1 of this Attachment.
- 2.2 When ordering Resale services, Sprint's representatives will have access to a pre-order electronic gateway provided by SWBT for both consumer and business customers that provides real-time access to SWBT's information systems. This gateway shall be a Telecommunications Protocol / Internet Protocol (TCP/IP) gateway and will allow the Sprint representatives to perform the following tasks:
  - 2.2.1 Obtain customer information, including customer name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the customer is provisioned;
  - 2.2.2 Identify features and services to which the customer subscribes (Sprint agrees that Sprint's representatives will not access the information specified in this Subsection until after the customer requests that the customer's local exchange

service provider be changed to Sprint);

- 2.2.3 Electronically assign a telephone number (if the customer does not have one assigned) with the customer on-line. Reservation and aging of these numbers remain SWBT's responsibility. For "vanity" numbers, SWBT will provide a manual process until an electronic capability becomes available. All these processes will permit reservation of a number, including, without limitation, a vanity number, for thirty days for consumer and business services;
  - 2.2.4 Determine if a service call is needed to install the line or service;
  - 2.2.5 Provide service availability dates to the customer;
  - 2.2.6 Provide information regarding the dispatch / installation schedule, if applicable;
  - 2.2.7 Provide PIC options for intraLATA toll (when available) and interLATA toll; and
  - 2.2.8 Perform address verification.
- 2.3 All CSR data exchanged must be in English, not USOC or FID format. All other data will be in a mutually agreed upon nomenclature.

### 3.0 **Ordering Requirements**

- 3.1 Upon Sprint's request through a Suspend/Restore order, SWBT will suspend or restore the functionality of any Resale service for any Sprint local service customer. SWBT will implement any restoration priority on a per Resale service basis in a manner that conforms with Sprint requested priorities and any applicable regulatory policy or procedures.
- 3.2 SWBT will provide to Sprint the functionality of blocking calls (e.g., 900, 555, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that SWBT provides such blocking capabilities to its customers and to the extent required by law.
- 3.3 When ordering a Resale service via a service order, Sprint may order from SWBT separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis. SWBT will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.

- 3.4 Unless otherwise directed by Sprint when Sprint orders a Resale service, all pre-assigned trunk or telephone numbers currently associated with that service will be retained without loss of feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, SWBT will work cooperatively with Sprint to remedy such occurrences over time.
- 3.5 SWBT will provide order format specifications to Sprint for all services, features, and functions available and for ancillary data required by SWBT to provision these services.
- 3.6 SWBT will provide Sprint with standard provisioning intervals for all designed and complex services.
- 3.7 SWBT will update the E911 service provider information and establish directory listings, including all information appropriate for residential or business listings and foreign listings, from Sprint's service order.
- 4.0 **Provisioning Requirements**
- 4.1. Except in the event a Sprint local service customer changes their local service provider to another LSP or SWBT, SWBT may not initiate any Sprint end user requested disconnection or rearrangement of Resale services unless directed by Sprint. Any Sprint customer who contacts SWBT regarding a change in Sprint service will be advised to contact Sprint. In those instances when any Sprint local service customer changes their local service provider to another LSP or SWBT, Sprint will be notified as described in the LSP change notification process, contained in Local Disconnect Report Requirements dated December, 1996, or as otherwise may be agreed to by the Parties.
- 4.2 Upon request from Sprint, SWBT will provide an intercept referral message that includes any new telephone number of an Sprint end user for the same period of time that SWBT provides such messages for its own end users. Sprint and SWBT will agree on the message to be used, which will be similar in format to the intercept referral message currently provided by SWBT for its own end users.
- 4.3 SWBT will provide Sprint with a FOC for each order within twenty-four (24) hours of SWBT's receipt of that order. The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, due date, Service Order number, and completion date.
- 4.4 Upon work completion, SWBT will provide Sprint with an 855 EDI transaction based Order Completion that states when that order was completed. When available, SWBT

will provide Sprint an 865 EDI transaction based Order Completion.

- 4.5 Where available, SWBT will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by Sprint, all test and turn up results in support of Resale services ordered by Sprint.
- 4.6 As soon as identified, SWBT will provide Sprint a 997 EDI transaction based Rejections/Errors notification occurring in any of the EDI data element(s) fields contained on any Sprint order.
- 4.7 When available, SWBT will provide Sprint an 855 EDI transaction based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Resale service. SWBT will concurrently provide the revised due date. SWBT may satisfy its obligations under this paragraph by providing Sprint access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim basis, where available, SWBT and Sprint will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification or missed appointment.
- 4.8 When a SWBT employee visits the premises of a Sprint customer, the SWBT employee must inform the customer that he or she is there acting on behalf of the customer's local service provider. Materials left at the customer premises (e.g., a door hanger notifying the customer of the service visit) must also inform the customer that SWBT was on the premises acting on behalf of the customer's local service provider.
- 4.9 SWBT technicians will refer Sprint local customers to their "local service provider" if a Sprint local customer requests a change to service at the time of installation.
- 4.10 SWBT will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain Sprint's approval prior to commencing construction under an Sprint order for such service.
- 4.11 When industry standards are established, and SWBT and Sprint mutually agree to an implementation schedule, SWBT will provide provisioning status notification for all provisioning orders issued to SWBT by Sprint.
- 5.0 **Order Format and Data Elements for Resale Service**
- 5.1 In ordering Resale services, Sprint and SWBT will utilize mutually agreeable standard industry order formats and data elements developed by the OBF. Industry standards do not currently exist for the ordering of Resale services. Therefore, until such standard

industry order formats and data elements are developed by the OBF, Sprint will utilize the format described in this Section to address the specific data requirements necessary for the ordering of Resale services.

- 5.2 On or before the Effective Date of this Agreement, SWBT will provide order format specifications for all Resale services available to be ordered and all customer data required by SWBT from Sprint to provision these services.
- 5.3 Sprint and SWBT will agree upon the appropriate ordering and provisioning codes to be used for each Resale service. The Local Service Provider Electronic Ordering Form, as currently defined by the OBF, will be utilized by SWBT for the ordering of services via electronic interface. The Manual Ordering Form, when defined by the OBF, will be implemented by SWBT for manual service orders.
- 5.4 Each order for a Resale service will contain the following order-level sections as currently defined by the OBF: Administration, Bill, Contact, and End User information.
- 5.5 In addition to the above OBF sections, Sprint will provide provisioning data in the format defined below when ordering Resale services. Sprint will provide data in the following provisioning categories, such data to be provided on the OBF ordering form as completed data fields:

Activity. The activity field will include one of the following entries:

- (A) Add. This will apply when a new service is being ordered;
- (C) Change. This will apply when an Sprint customer's existing service is being altered in some way, e.g., "moved as specified" (migrate with change), "move as is" (conversion);
- (D) Disconnect. This will apply when an existing service is being completely disconnected;
- (R) Record Only. This will apply when there is no physical or logical work required and all that is necessary is the update of SWBT's internal records.

**6.0 Order Activity Description.**

- 6.1 For each activity, a further description of the Order Activity may be required. The following Order Activity Descriptions may be applied to any Add, Change, Disconnect or Record Only order. In some cases, more than one of these may apply to a particular



order:

Modify: This will apply when the order has been modified in some way;

Cancel: This will apply when the order has been canceled, and no provisioning activity related to that order is to be completed;

Expedite: This will apply when the provisioning activity is required to be completed prior to the committed Due Date. The customer requested Due Date category will reflect the date the activity needs to be completed;

Sequence: This will apply when components of the order must be worked in the proper sequence, or when components of the order are sequentially related to components of another order;

Coordinated: This will apply when components of the order must be worked simultaneously, or when components of the order must be coordinated with components of another order;

Suspend: This will apply when a functionality is to be suspended until further notice. The exact nature of the suspension will be reflected within the body of the order. This field will be used with a C (Change) Order Activity;

Restore: This will apply when a previously suspended functionality is to be restored. This field will be used with a C (Change) Order Activity.

## 7.0 **Performance Metrics**

- 7.1 When Sprint places an order, SWBT will specify a DD based on force availability. In the event a DD other than that specified is requested by the Sprint customer, Sprint will contact SWBT and the Parties will negotiate a DD based on that request. SWBT will not complete the order prior to the DD or later than the DD unless authorized by Sprint.
- 7.2 Within two (2) business hours after a request from Sprint for an expedited order, SWBT will notify Sprint of the status of the order within the expedited interval. A business hour is any hour occurring on a business day between 8 a.m. and 5 p.m.
- 7.3 Once an order has been issued by Sprint and Sprint subsequently requires a new DD that is sooner than the committed DD, Sprint will issue an expedited modify order. SWBT will notify Sprint within two (2) business hours of the status of the order requesting the new DD.

- 7.4 Sprint and SWBT will agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SWBT will notify Sprint of any modifications to these contacts within one (1) week of such modifications.
- 7.5 SWBT will provide: (a) percent missed DD; (b) percent right the first time (non-designed ten (10) days; designed thirty (30) days); (c) percent no access (non-designed) (a, b, and c will be measured and reported on a monthly basis by SWBT for both Sprint customers and SWBT customers); and (d) LSPSC response time. SWBT will provide the same level of service to Sprint customers as it provides to its own customers.
- 7.6 When new processes and electronic interfaces are implemented between Sprint and SWBT, SWBT and Sprint will develop process metrics requirements. Implementation of such measurements are subject to future agreements by SWBT and Sprint. All such process metrics will be subject to review quarterly and subject to modification or discontinuance.
- 8.0 **Operational Readiness Test (ORT) for Ordering/Provisioning**
- 8.1 SWBT will participate with Sprint in Operational Readiness Testing (ORT), which will allow for the testing of the systems, interfaces, and processes for the ordering and provisioning of Resale services. ORT will be completed in conformance with agreed upon implementation dates. Such ORT will begin not later than June, 1997 or a date mutually agreed upon by the Parties.

### **ATTACHMENT 3: MAINTENANCE - RESALE**

#### **1.0 General Requirements**

- 1.1 SWBT will provide repair, maintenance, testing, and surveillance for all Resale services in accordance with the terms and conditions of this Attachment.

#### **2.0 Maintenance Requirements**

- 2.1 SWBT will provide maintenance for all Resale services ordered under this Agreement at levels equal to the maintenance provided by SWBT in serving its end user customers, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management.

#### **3.0 Electronic Bonding**

- 3.1 SWBT and Sprint agree to work together in the Electronic Communications Implementation Committee (ECIC) or other appropriate organizations to establish uniform industry standards for Electronic Bonding Interfaces (EBI), in accordance with the ANSI T1.227 and T1.228 to support repair and maintenance of Resale services.
- 3.2 Sprint and SWBT agree to work together to implement Phase I of EBI by the end of the 4th quarter 97. If Sprint fails to begin testing by September, 1997, SWBT will require Sprint to negotiate new testing and completely operational date. Phase 1 will provide the following functions:
- a) the ability to enter a new trouble ticket electronically;
  - b) the ability to receive the Estimated Time To Repair ("ETTR") electronically with the successful creation of the trouble ticket ;
  - c) the ability to retrieve and track the current status on all electronically bonded trouble tickets;
  - d) the ability to get applicable charges at ticket closure. For non-designed services this will include the maintenance of service charge indicator. For special services, this will include the number of hours per technician and the bill activity type.
- 3.3 SWBT and Sprint agree to work together to develop new or modify existing standards for Phase II of EBI (specific date by which said development is to be completed to be jointly

agreed upon) which will provide Sprint the following capabilities, including, but not limited to:

- a) performing feature and line option verification and requesting corrections;
- b) performing network surveillance (e.g., performance monitoring);
- c) initiating and receiving test results;
- d) receiving immediate notification of missed appointments;
- e) identifying cable failures by cable and pair numbering.

This EBI will conform to ANSI standards T1.227:1995 and T1.228:1995, Electronic Communication Implementation Committee (ECIC) Trouble Report Format Definition (TFRD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents, as mutually agreed upon by Sprint and SWBT.

The Parties will use and acknowledge functions currently implemented for reporting troubles. These functions include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in clauses 6 and 9 of ANSI T1.228:1995.

Sprint and SWBT will exchange requests over a mutually agreeable X.25-based network. Sprint and SWBT will translate maintenance requests or responses originating in their internal processes into the agreed attributes and elements.

SWBT agrees to notify Sprint of upgrades to existing test systems and the deployment of new test systems within SWBT and to negotiate with Sprint to allow Sprint to use such systems through a controlled interface.

- 3.4 SWBT and Sprint will modify the EBI to incorporate updates to the applicable ANSI and ECIC standards referenced above, unless the Parties agree to defer or forego a particular modification.

#### 4.0 **Repair Service Response**

- 4.1 SWBT technicians will provide repair service that is at least equal in quality to that provided to SWBT customers; trouble calls from Sprint will receive response time and priorities that are at least equal to that of SWBT customers. Sprint and SWBT agree to

use the severity and priority restoration guidelines set forth in SWBT MMP 94-08-001 dated April 1996, and as subsequently modified.

**5.0 Intercompany Communications**

- 5.1 The SWBT Network Management Service Center ("NMSC") will utilize the Sprint network management center ("NMC") as the Single Point of Contact to notify Sprint of the existence, location, and source of all emergency network outages affecting an Sprint customer. The Sprint customer network service center ("CNSC") or the Sprint NMC may call the SWBT NMSC in order to discuss scheduled activities that may impact Sprint Customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

**6.0 Emergency Restoration Plan**

- 6.1 SWBT will provide Sprint with mutually agreed upon emergency restoration and disaster recovery plans. Such plans will include, at a minimum, the following:
- a) disaster recovery notification will be made in accordance with SWBT Central Office Disaster Recovery Plan MMP 94-12-001 dated April 19, 1996, and LSPC Disaster Recovery Plan Summary dated April 22, 1996, and as subsequently modified;
  - b) establishment of a SWBT Single Point Of Contact (SPOC) responsible for initiating and coordinating the restoration of all Resale services. The SWBT NMSC will notify Sprint's Kansas City NMC of activities involving the central office and interoffice network and the SWBT LSPC will notify the Sprint CNSC of any local loop facility when the LSPC becomes aware of the local loop facility failure;
  - c) establishment of the SWBT LSPC as the single point of contact to provide Sprint with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process;
  - d) methods and procedures for mobile restoration equipment, SWBT MMP 94-06-001 dated May 21, 1996, and MMP 94-12-001 dated April 19, 1996, and as subsequently modified;
  - e) methods and procedures for reprovisioning of all Resale services after initial restoration. SWBT agrees that Telecommunications Service Priority ("TSP") services for Sprint carry equal priority with SWBT TSP services for restoration.

SWBT will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services first in accordance with SWBT Emergency Operations Plan Overview and General Description MMP 94-08-001 Section 12, dated April 1996, and as subsequently modified;

- f) site specific disaster recovery plans for LSPC and LSPSC provisioning work centers in accordance with LSPC Disaster Recovery Plan Summary dated April 22, 1996, and SWBT LSPSC Plan dated June 4, 1996, and as subsequently modified;
- g) site specific disaster recovery plan for operational systems and databases in accordance with SWBT Computer Facility Disaster recovery plan dated May 13, 1996, and as subsequently modified;
- h) generic disaster recovery plan for central offices, commercial power and facility outages and in accordance with SWBT Generic Disaster Recovery Plans for Central Offices, Commercial Power, Facility Outages dated May 13, 1996, and as subsequently modified. Copper cable restoration shall be in accordance with SWBT Copper Cable Restoration Methods document dated May 13, 1996, and as subsequently modified. Fiber cable restoration will be in accordance with SWBT Emergency Management Process document dated April 23, 1996, and as subsequently modified.

## **7.0 Misdirected Repair Calls**

- 7.1 All misdirected repair calls to SWBT from Sprint customers will be given a recording (or live statement) directing them to call the number designated by Sprint. Scripts used by SWBT will refer Sprint customers (in both English and Spanish when available) to the Sprint 800 number in the Sprint CNSC. All calls to 611 in SWBT's territory will continue to receive a standardized vacant code announcement (i.e., a recording specifying the number dialed is not valid) for all customers. Sprint on a reciprocal basis will refer all misdirected repair calls that Sprint receives for SWBT customers to a SWBT designated number. Neither Party will market to end users during a call when that customer contacts the Party solely as a result of a misdirected call.

## **8.0 Repair Procedures**

- 8.1 SWBT agrees to the following:

- 8.1.1 Prior to Electronic Bonding Interface (EBI), Sprint will refer repair calls to the SWBT LSPC by telephone. After implementation of EBI, Sprint may from time to time call the SWBT LSPC. In either event, the following will apply: The SWBT LSPC will answer its telephone and begin taking information from Sprint at the same level of service as provided to SWBT's customers when calling the Customer Service Bureau ("CSB").
- 8.1.2 The SWBT LSPC will be on-line and operational twenty-four (24) hours per day, seven (7) days per week and will handle Sprint calls as well as other LSP calls in a non-discriminatory manner.

The EBI to be established pursuant to Section 3 preceding shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for the scheduled maintenance downtime as documented in the SWBT & Sprint Joint Implementation Agreement for the Electronic Bonding Project to be developed.

- 8.1.3 While in manual mode operation, SWBT will provide Sprint "estimated time to restore". The status of all tickets will be given to the Sprint CNSC through the fax of a daily log (faxed the next morning to the Sprint CNSC by 8 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).

Sprint may utilize the Customer Network Administration (CNA) or the EBI to obtain the status of open and closed trouble reports in a mechanized method instead of the above manual method.

- 8.1.4 Notice of emergency network outages, as defined in this Attachment, will be provided to the Sprint NMC within one (1) hour.
- 8.1.5 For network outages other than emergency outages, the following performance measurements will be taken with respect to restoration of Resale service:
- a) speed of answer in the LSPC - Note: Comparison will be made against the results for speed of answer in SWBT's CSBs (where SWBT's customers call in to refer troubles directly);
  - b) percent missed commitments for nondesigned services;
  - c) average outage duration time: nondesigned — receipt to clear; designed — mean time to repair;

- d) percent right the first time: nondesigned — 10 days; designed — 30 days;
- e) percent report rate nondesigned - Note: Comparison will be applicable only after Sprint's customer base equals or exceeds 300,000 lines;
- f) percent no access - nondesigned.

The above performance measurements will be measured and reported to Sprint on a monthly basis by SWBT for both Sprint customers, SWBT customers, and LSP customers. If the quality of service provided to Sprint customers based on these measurements is less than that provided to SWBT customers or other LSPs for three consecutive months, or if the average quality of service for a six month period is less than that provided to SWBT customers, Sprint may request a service improvement meeting with SWBT.

- 8.1.6 For purposes of this Section, a Resale service is considered restored or a trouble resolved when the quality of a Resale service is equal to that provided before the outage or the trouble occurred.

#### 9.0 **Escalation Procedures**

- 9.1 SWBT will provide Sprint with written escalation procedures for maintenance resolution to be followed if, in Sprint's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of SWBT management personnel who are responsible for maintenance issues. Sprint acknowledges that the procedures set forth in SWBT's LSPC POTS Escalation/ Expedite Maintenance Procedures dated May 6, 1996, and LSPC escalation contact list meet the requirements of this Section.

#### 10.0 **Premises Visit Procedures**

- 10.1 SWBT Maintenance of Service Charges, when applicable, will be billed by SWBT to Sprint, and not to Sprint's end user customers.
  - 10.1.1 Dispatching of SWBT technicians to Sprint Customer premises shall be accomplished by SWBT pursuant to a request received from Sprint.
  - 10.1.2 When a SWBT employee visits the premises of an Sprint local customer, the SWBT employee must inform the customer that he or she is there acting on behalf of the customer's "local service provider". Materials left at the customer premises (e.g., a door



hanger notifying the customer of the service visit) must also inform the customer that SWBT was on their premises acting on behalf of the customer's "local service provider".

- 10.1.3 If a trouble cannot be cleared without access to Sprint's local customer's premises and the customer is not at home, the SWBT technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call their "local service provider" for rescheduling of repair.

#### 11.0 **New Circuit Testing**

- 11.1 SWBT will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by Sprint in order to identify any new circuit failure performance problems. Sprint will utilize the routine maintenance procedures for reporting troubles.
- 11.2 CNA can be utilized by Sprint in order to initiate and receive test results on POTS resale services.